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Party: CBGB Holdings, LLC  
Activision Products: Guitar Hero 6 (tentative/working title)  
Deal Type: Trademark/Logo License Agreement

## TRADEMARK/LOGO LICENSE AGREEMENT

This License Agreement (the "**Agreement**") is entered into by and between Activision Publishing, Inc., with offices at 3100 Ocean Park Boulevard, Santa Monica, California 90405 ("**Activision**"), and CBGB Holdings, LLC c/o Carroll, Guido & Groffman LLP, 1790 Broadway, 20<sup>th</sup> Floor, New York, NY 10019, Attn: Michael Guido, Esq. ("**Licensor**"), as of May 1, 2010 (the "**Effective Date**").

- 1. Licensed Property:** The "**Licensed Property**" shall mean Licensor's trademarks, logos, trade dress, and other materials specified in Exhibit A attached hereto.
- 2. Grant of Rights:** Licensor hereby irrevocably grants to Activision the perpetual, worldwide, non-exclusive and license to: (a) incorporate the Licensed Property into an avatar clothing which can be purchased as a clothing item for an avatar in the Xbox LIVE virtual environment (the "**Activision Product**") and (b) market, advertise, promote, distribute, merchandise and otherwise exploit the Activision Product (including the incorporated Licensed Property).
- 3. Advance/Royalty:** Activision shall pay Licensor an advance against royalties of **\$5,000**. Licensor shall receive royalties for each sale of the Activision Product containing the Licensed Property, equal to **20%** of Activision's Net Receipts for sales of such Activision Product (the "**Royalties**"). "**Net Receipts**" shall mean the amounts actually received by Activision, less any distribution fees, royalties, or other amounts payable by Activision in relation to such Activision Product sales. All earned Royalties shall first be applied to recouping the Advance. Royalties shall thereafter be payable to Licensor on a quarterly basis.
- 4. Ownership:** The Activision Product, as well as any and all copyrights, trademarks, service marks, trade names, logos and other intellectual property and proprietary rights created, developed and used by Activision in connection with the development, creation, advertising, marketing, promotion, sale, distribution, exhibition or other exploitation of the Activision Product, other than the Licensed Property, shall be the sole and exclusive property of Activision. Licensor acknowledges and agrees that it shall not acquire any rights in or to the Activision Product.
- 5. Confidentiality:** Any information, records, documents, descriptions or other disclosures of whatsoever nature or kind which are made or disclosed by one party to the other, or are learned or discovered by a party in the course of performing its obligations under this Agreement and not known by or available to the public at large, including the terms of this Agreement, shall be received by such party in confidence. Such party shall not disclose or make use of any such information nor shall it authorize anyone else to make use thereof without the prior written consent of the other party, unless required by law. Neither party shall have any confidentiality obligation with regard to any information independently developed by such party.

Without limiting the foregoing, Licensor shall not issue any press release, or make any other public announcement or statements, whether written or otherwise, in any medium relating to the subject matter of this Agreement (including, without limitation, any press releases or public announcements or statements regarding any Activision Product for which the Licensor is granting the license hereunder) without the prior written consent of Activision. Unless otherwise specifically agreed to in writing, all information about and relating to projects under development by Activision and/or parties doing work under contract to Activision shall be considered confidential information. Licensor acknowledges and agrees that all of the foregoing information is proprietary to Activision, that such information is a valuable and unique asset of Activision, and that disclosure of such information to third parties or unauthorized use of such information would cause substantial and irreparable injury to Activision's ongoing business for which there would be no adequate remedy at law. Accordingly, in the event of any breach or attempted

or threatened breach of any of the terms of this Paragraph 5, Licensor agrees that Activision shall be entitled to receive injunctive and other equitable relief without need of posting a bond, and without limiting the applicability of any other remedies.

6. **Term and Termination:** The "Term" of this Agreement shall be for the commercial life of the Activision Product. In the event of any breach or alleged breach of this Agreement or any portion thereof by Activision, Licensor's sole remedy shall be an action at law for damages actually suffered. In no event shall Licensor have the right to terminate or rescind the rights granted to Activision hereunder, or to enjoin or restrain or otherwise interfere with the development, creation, advertising, marketing, promotion, sale, distribution, exhibition or other exploitation of the Activision Product, other than the Licensed Property. If, notwithstanding the foregoing, Licensor is permitted to terminate this Agreement (i.e., by a court of competent jurisdiction), then: (i) such termination shall not affect the rights of end users of the Activision Product distributed pursuant to this Agreement, nor the rights of any other purchaser of the Activision Product; (ii) following such termination, Activision shall have no obligation to repurchase units of the Activision Product sold into distribution during the Term hereof and may continue to distribute already manufactured units of the Activision Product and fulfill existing orders for units of the Activision Product until such time as the supply of such units of the Activision Product is exhausted and all such orders are fulfilled; and (iii) the following Sections of this Agreement shall survive such termination: 3, 4, 5, 7, 8 and 9.

7. **Representations and Warranties:** Licensor represents and warrants that it has the full and exclusive right and power to grant the rights described in this Agreement, and that neither the Licensed Property, nor Licensor's license of the Licensed Property to Activision, or Activision's use thereof, will infringe upon the intellectual property rights, including trademark rights, of any third party, in the jurisdictions in which such trademarks are registered. Activision represents and warrants that it is free to enter into and fully perform this Agreement.

8. **Indemnification:** (a) Activision shall indemnify, defend and hold harmless Licensor and its officers, directors, agents and employees from claims, suits, losses, liabilities, damages or expenses (including costs of suit and attorneys' fees) (collectively, "Claims") arising out of Activision's breach of this Agreement or any representations or warranties contained herein; (b) Licensor shall indemnify, defend and hold harmless Activision and its officers, directors, agents and employees from and against any Claims arising out of Licensor's breach of this Agreement or any representations or warranties contained herein.

9. **General:** This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, thereby superseding all prior negotiations, preliminary agreements, correspondence or understandings, written or oral. No amendment or modification of this Agreement will be made except by an instrument in writing signed by both parties. If any provision of this Agreement is or becomes or is deemed invalid, illegal or unenforceable under the applicable laws or regulations of any jurisdiction, either such provision will be deemed amended to conform to such laws or regulations without materially altering the intentions of the parties and enforced accordingly or it shall be stricken and the remainder of this Agreement shall remain in full force and effect. This Agreement shall not be assignable, nor shall the obligations of Licensor hereunder be delegable, by Licensor to another party. Activision may assign this Agreement to its parents and majority-owned subsidiaries or to any third party that either (a) succeeds Activision by operation of law, or (b) merges or combines with, purchases or otherwise acquires at least a majority of the assets or voting equity of Activision, and, in either event, assumes Activision's obligations under this Agreement. Should any litigation be commenced among the parties in relation to this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorney's fees in connection with such litigation or in a separate action brought for that purpose. Substantive laws of California shall apply to this Agreement, and the parties consent to the exclusive jurisdiction of the courts in Los Angeles County.

**ACCEPTED AND AGREED TO:**

**Activision**

**Licensor**

ACTIVISION PUBLISHING, INC.

CBGB HOLDINGS, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Greg Deutsch

Name: \_\_\_\_\_

Title: VP Business & Legal Affairs

Title: \_\_\_\_\_

EXHIBIT A  
Licensed Property

